

CONFIDENTIAL DISCLOSURE AGREEMENT

_____ ("Discloser") has developed _____ (the "Product") and desires Fitness Quest, Inc. ("FQI") to evaluate the Product for the purpose of possibly manufacturing, selling, and/or buying. Discloser is willing to have FQI evaluate the Product as long as the parties agree to the following.

1. FQI agrees that all information received directly or indirectly in connection with their evaluation of the Product shall be maintained in confidence and shall not be disclosed to third parties and that FQI recognizes the Product and all rights related thereto to be the sole property of Discloser. Further, FQI shall use such submitted information only for the purpose of this evaluation and shall return to Discloser at the conclusion of the evaluation all submissions received in the event no formal agreement is entered into.

2. The above obligations of confidentiality and nonuse shall not extend to information (a) which is or shall become known to FQI as evidence by written records before receipt thereof from FQI; (b) which is disclosed to FQI in good faith under no obligation of confidence by a third party who has a right to make such disclosure; or (c) which is or has become part of the Public Domain through no fault of FQI.

3. This Agreement between the Parties shall not constitute a waiver of any rights or protection which exists or may be obtained by the Discloser under the patent laws. Nothing contained in the Agreement or any disclosure hereunder shall be construed as granting to FQI any license or other right in the information as disclosed except as set forth in this Agreement.

4. All obligations of confidentiality to the Product shall terminate two (2) years from the acceptance of this Agreement

FITNESS QUEST INC.

By: Jane Kmetz
Its: Product Development Mgr.

ACCEPTED AND AGREED TO:

DISCLOSER

By: _____

Its: _____